Request for Proposal: #1995847426

Central Procurement

Solicitation For:
RETAIL DINING OPERATOR

Response Due Date: January 3, 2020

Jessica Robertson,
Director of Procurement
Purdue University
Central Procurement
1801 Newman Road
West Lafayette, IN 47906
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**SECTION ONE**
**GENERAL INFORMATION AND REQUESTED SERVICES**

1.1 **DEFINITIONS AND ABBREVIATIONS**

Following are explanations of terms and abbreviations appearing throughout this RFP. Other special terms may be used in the RFP, but they are more localized and defined where they appear, rather than in the following list.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Back of House Space</td>
<td>All back of house space that is not visible to customers, such as kitchen, shared storage, shared coolers, loading dock and office space.</td>
</tr>
<tr>
<td>Concept Design</td>
<td>The design to be established by the University’s design team for the PMU Ground Floor retail renovation including exterior terraces. Deliverables will include existing condition floor plan, probable new floor plan, seating plan, kitchen layout with major pieces of equipment identified, and a program for the space with gross square footages.</td>
</tr>
<tr>
<td>Dining Dollar</td>
<td>Dining Dollars are part of most Purdue meal plans and can be used to buy additional meals, snacks or mini mart items in Purdue Dining &amp; Culinary facilities (both dining courts and retail locations).</td>
</tr>
<tr>
<td>Disadvantaged Business Enterprise</td>
<td>Individually and collectively, any Minority Business Enterprises (MBE), Women Business Enterprises (WBE), or Veteran Business Enterprises (VBE).</td>
</tr>
<tr>
<td>Front of House Space</td>
<td>Space designated from the counter at each retail location back to the entry point of the Back of House.</td>
</tr>
<tr>
<td>Operator</td>
<td>The successful respondent selected as a result of the procurement process to deliver the Services requested by this RFP.</td>
</tr>
<tr>
<td>Operator Space</td>
<td>Front of House Space and Back of House Space.</td>
</tr>
<tr>
<td>PMU Front of House Space</td>
<td>The areas shaded in light green in the Preliminary PMU Floor Plan Concept image provided in Section 1.2.</td>
</tr>
<tr>
<td>PMU Back of House Space</td>
<td>The areas shaded in dark green in the Preliminary PMU Floor Plan Concept image provided in Section 1.2.</td>
</tr>
<tr>
<td>Proposal</td>
<td>An offer.</td>
</tr>
<tr>
<td>Purdue University, Purdue or the University</td>
<td>Purdue University of West Lafayette.</td>
</tr>
<tr>
<td>Respondent</td>
<td>An offeror. The entity that is clearly identified as the respondent who will be ultimately responsible for performance of the contract, if awarded.</td>
</tr>
<tr>
<td>Services</td>
<td>Work to be performed as specified in this RFP.</td>
</tr>
<tr>
<td>Swipe</td>
<td>The use of a meal from one of Purdue’s meal plans, which is currently valued at $8.75.</td>
</tr>
<tr>
<td>White Box</td>
<td>The interior condition in which the improvements generally consist of heating/cooling with delivery systems, lighting, electrical switches and outlets,</td>
</tr>
</tbody>
</table>
lavatories, a finished ceiling, walls that are prepped for painting, and a concrete slab floor.

1.2 OVERVIEW OF THE OPPORTUNITY

Purdue University is seeking proposals for a partner to operate their retail dining program (as defined below and in Section 1.5) for a term no greater than twenty (20) years. It is the intent of Purdue University to solicit responses to this Request for Proposals (RFP) in accordance with the specifications contained in this document. Neither this RFP nor any Proposal submitted hereto are to be construed as a legal offer.

Purdue University is a top public research university and member of the Big Ten Conference located in West Lafayette, IN. Purdue ranks fourth in the nation among top public universities in the U.S. (WSJ/THE) and offers higher education at its highest proven value. Committed to affordability, the University has frozen tuition and most fees at 2012-13 levels.

West Lafayette is the main campus for the Purdue University system. Forbes ranked Greater Lafayette as the #2 best small place for business and careers. The West Lafayette campus offers more than 200 majors for undergraduates, over 69 masters and doctoral programs, and professional degrees in pharmacy and veterinary medicine. Purdue enrolls the second largest student body of any university in the State of Indiana and has the fourth largest foreign student population of any university in the United States.

Purdue University’s enrollment at its West Lafayette campus is the highest it has ever been, and the academic credentials of its incoming students continue to rise. This year’s total enrollment at Purdue’s West Lafayette campus reached 44,551 and includes 33,646 undergraduates, over 17,000 of which are Indiana residents and over 7,000 of which are considered domestic minorities. Undergraduate enrollment increased 5% in 2018 and another 3% in 2019. Total enrollment growth over the last five years has averaged 3% per year as demonstrated in the graphic below:

![Enrollment Growth Graph]

On a typical day during the academic year, there are approximately 62,000 people on Purdue’s campus including students, faculty, and staff. There is also a significant conference and events business at the University that draws people to campus. In 2016, the ten largest conferences brought a combined 26,000 attendees to campus. In the summer months, there are typically between 115 – 140 conferences annually bringing in greater than 5,000 participants.

In 2019, the University marked its 150th anniversary and launched both a transformational new master plan [https://lppwebapa01b.www.purdue.edu/physicalfacilities/units/campus-master-planning-sustainability/campus-master-plans.html] and its Giant Leaps campaign [www.takegiantleaps.com]. This campaign focuses on Purdue’s remarkable history over the last 150 years as well as its vision to redefine the scope of land-grant universities and challenge global leaders to take giant leaps in solving worldwide problems. It is an exciting time at the University marked by transformation in education, research and the campus infrastructure.
Purdue University is in the midst of many capital investment projects to enhance the student experience and grow and expand the University and community population. Recent key projects to name a few include:

- **State Street**: November 2018 the award-winning State Street Redevelopment Project reached substantial completion bringing tree-lined sidewalks, bicycle paths, public art and more to create a picturesque destination on a remarkably new-and-improved State Street.

- **New On-Campus Housing**: The student housing footprint is expanding by 1,300 beds in 2020 through the Third Street North residence hall and the Meredith Hall South residence hall P3 development. The Meredith Hall South residence hall is designated to be all-female and to support women in STEAM (Science, Technology, Engineering, Agriculture and Mathematics) academics.

- **Union Club Hotel**: The Union Club Hotel is undergoing a major renovation including new furnishings, amenities, overall look and feel, and expansion of some rooms to suite-type lodging. The entry to the hotel will be dramatically improved to include a grand entrance and atrium that will capture the spirit of Purdue’s innovations and to celebrate alumni who have had an impact around the world. In addition to the transformation of 89,000 GSF of hotel guest rooms and lobby space, the project includes the renovation of an additional 8,500 GSF to create a new formal restaurant and bar.

- **Starship Partnership**: In the Fall of 2019, the University partnered with Starship as a pilot program for robotic delivery. Purdue is the largest university campus in the world to partner with Starship and the first in the Big Ten Conference. This innovative partnership not only provides more options and flexibility to campus diners but symbolizes the forward-thinking innovation that occurs at Purdue.

- **STEM Teaching Lab**: The STEM Teaching Lab Building will be 111,300 GSF of student-focused laboratory space, bringing together the chemistry and biology disciplines and serving first and second year undergraduates from across the University.

- **Veterinary Medicine**: This project will construct new Veterinary Medicine Teaching Hospitals that consist of approximately a 73,500 GSF equine hospital, a 63,500 GSF small animal hospital and a 23,800 GSF farm animal hospital.

In addition to the University’s development activity, the Purdue Research Foundation and private developers are investing heavily in development in the community, as demonstrated by the following recent or planned projects:

- **District at Chauncey Hill**: A development expected to replace Chauncey Hill Mall, a nearly 40-year-old strip center a few blocks from Purdue University. District at Chauncey Hill will include new retail spaces, market rate housing units, an underground parking lot, a public outdoor space, and a hotel.

- **Hub on Campus**: Luxury off-campus housing minutes from campus. Opened in Fall 2019, the Hub features world-class amenities – including West Lafayette’s largest pool on the rooftop deck. Other amenities include: top-line fitness center, luxurious private rooms, a club room and business center.

- **Discovery Park District**: The Purdue Research Foundation is spearheading the development of a uniquely designed, purpose-driven community that inspires creativity and innovation while offering an extraordinary lifestyle for residents. On these 400 acres on the Southwest edge of the University’s campus there will be collaborative office, research and lab space blended with residential homes, pavilions, green space, walking paths, restaurants and retail. The outcome of the park’s development is the creation of new jobs and homes for those new residents, increasing the number of people who will live, work and play in the West Lafayette area. A few highlights of the Park’s investments along with a proposed map are provided below.
  - Economic development within the district is on track to bring thousands of new jobs to the area. Highlights of the economic development are:
    - Saab’s Global Defense and Security company, where the company will produce the U.S. Air Force’s next-generation T-X jet trainer
    - Keating Supercars, where the company will build the Viperia Berus, a coupe that can reach speeds of more than 230 mph
    - Schweitzer Engineering Laboratories, facility for electric power research
    - Rolls Royce, conducting jet engine research
  - Additionally, residential and mixed-use options are a focus for the district. New projects that are active and planned include:
- **Aspire**, a three-building, 831-bed apartment community designed for students opened in August 2019.

- **Convergence**, a 145,000 SF, five-story mixed-use building that will connect Purdue University research, industry and investors and support collaborative research, licensing and startup creation is slated to open in early 2020. Convergence currently has 6,000 SF of available mixed-use retail on the ground floor.

- **Continuum**, a mixed-use development that includes 250 apartment units with commercial space.

- **Provenance**, a dynamic, walkable and diverse neighborhood that includes 506 dwelling units, for an anchor grocery.

Among these new developments, there is an estimated 6,000 SF of immediate retail, 30,000 SF of near-term retail (within 2 years) and 30,000 – 50,000 SF of longer-term future retail inventory (5 – 10 years).

All these opportunities are located on State Street, less than ¼ mile from US 231 in West Lafayette.

More information can be found at [http://discoveryparkdistrict.com](http://discoveryparkdistrict.com).

Complementing the projects noted above, the University is now embarking on a plan to transform the on-campus retail dining experience by: (i) introducing new concepts throughout campus as the campus footprint continues to expand and (ii) undertaking a significant renovation of the ground floor retail dining area of the Purdue Memorial Union (PMU). The University has been working with an architect to create a vision to re-imagine and activate the PMU space both physically and conceptually with a goal of making the PMU a dining and gathering destination, not only for students, faculty and staff but for the community. In addition to completely renovating the interior of the ground floor, the University plans to add outdoor terraces that will let in light and create a sense of place that will draw people in. The University intends to procure an architect and a contractor to perform this work and envisions the selected Respondent will provide input into the design process. Below are preliminary renderings of the proposed renovations at PMU:
Exterior Rendering:

Interior Ground Floor Rendering:
In addition to PMU, the University believes there is a tremendous opportunity to grow and enhance the retail environment elsewhere on campus both now and over time as enrollment continues to increase and the West Lafayette community expands with the attraction of businesses, professionals and families to Discovery Park and the greater Lafayette area. Purdue believes that the retail revenue potential at the West Lafayette campus could surpass $25.0M after the renovation of PMU and as development in West Lafayette continues in the coming years. It is for this reason that the University is seeking a long-term partnership with a private sector operator for this ambitious endeavor. Purdue desires to maximize the full potential of the opportunity in terms of creativity, operational excellence and value.
The University currently self-operates a retail dining portfolio consisting of 30 locations throughout campus located in the Purdue Memorial Union (PMU), academic buildings and residence halls. A map of the dining locations can be found at the following link: https://dining.purdue.edu/AboutUs/map.html. Respondents should filter out Dining Courts and On-the-Go locations.

In total, these 30 locations comprise approximately 48,000 GSF of space (excludes shared seating and Back of House Space). Of these 30 locations, 11 are located at the PMU comprising approximately 18,600 GSF of space. There is currently approximately 18,000 assignable square feet (ASF) of shared kitchen and storage space in the back of the house at PMU; however, this is expected to change with the new footprint post renovation.

<table>
<thead>
<tr>
<th>Venue</th>
<th>Status</th>
<th>GSF</th>
<th>Location</th>
<th>2019 Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Amelia’s</td>
<td>Current</td>
<td>811</td>
<td>Armstrong Hall</td>
<td>$441,541</td>
</tr>
<tr>
<td>2. Cary Knight Spot Grill/Erbert &amp; Gerberts</td>
<td>Current</td>
<td>1,728</td>
<td>Cary Quadrangle</td>
<td>$931,218</td>
</tr>
<tr>
<td>3. Fuel</td>
<td>Current</td>
<td>711</td>
<td>Córdova Recreational Center</td>
<td>$499,972</td>
</tr>
<tr>
<td>4. The Daily Bite - Food Truck</td>
<td>Current</td>
<td>N/A</td>
<td>Food Truck</td>
<td>$146,082</td>
</tr>
<tr>
<td>5. Harrison Grille</td>
<td>Current</td>
<td>9,089</td>
<td>Harrison Hall</td>
<td>$935,368</td>
</tr>
<tr>
<td>6. Undergrounds</td>
<td>Current</td>
<td>615</td>
<td>Hicks Undergraduate Library</td>
<td>$178,499</td>
</tr>
<tr>
<td>7. Cosi Café</td>
<td>Current</td>
<td>2,193</td>
<td>Honors College</td>
<td>$737,417</td>
</tr>
<tr>
<td>8. Port</td>
<td>Current</td>
<td>987</td>
<td>Lawson Computer Science</td>
<td>$248,934</td>
</tr>
<tr>
<td>9. Continuum Café</td>
<td>Current</td>
<td>329</td>
<td>Lynn Hall</td>
<td>$161,306</td>
</tr>
<tr>
<td>10. Pete’s Za at Meredith</td>
<td>Current</td>
<td>2,142</td>
<td>Meredith Hall</td>
<td>10,384 swipes</td>
</tr>
<tr>
<td>11. 1Bowl @ Meredith</td>
<td>Current</td>
<td>2,047</td>
<td>Meredith Hall</td>
<td>15,940 swipes</td>
</tr>
<tr>
<td>12. Copper Moon Coffee</td>
<td>Current</td>
<td>530</td>
<td>Burton Morgan Center</td>
<td>$0*</td>
</tr>
<tr>
<td>13. Starbucks @ MSEE</td>
<td>Current</td>
<td>922</td>
<td>Materials and Electrical Engineering</td>
<td>$457,475</td>
</tr>
<tr>
<td>14. Flatbreads</td>
<td>Current</td>
<td>616</td>
<td>PMU</td>
<td>$660,752</td>
</tr>
<tr>
<td>15. Freshens</td>
<td>Current</td>
<td>319</td>
<td>PMU</td>
<td>$300,533</td>
</tr>
<tr>
<td>16. LaSalsa</td>
<td>Current</td>
<td>1,826</td>
<td>PMU</td>
<td>$488,910</td>
</tr>
<tr>
<td>17. Lemongrass</td>
<td>Current</td>
<td>2,276</td>
<td>PMU</td>
<td>$481,285</td>
</tr>
<tr>
<td>18. Sushi Boss</td>
<td>Current</td>
<td>250</td>
<td>PMU</td>
<td>$0*</td>
</tr>
<tr>
<td>19. Oasis</td>
<td>Current</td>
<td>2,110</td>
<td>PMU</td>
<td>$426,601</td>
</tr>
<tr>
<td>20. Pappy’s Sweet Shop</td>
<td>Current</td>
<td>4,124</td>
<td>PMU</td>
<td>$1,657,639</td>
</tr>
<tr>
<td>21. Starbucks</td>
<td>Current</td>
<td>584</td>
<td>PMU</td>
<td>$1,608,372</td>
</tr>
<tr>
<td>22. Urban Market</td>
<td>Current</td>
<td>3,000</td>
<td>PMU</td>
<td>$836,506</td>
</tr>
<tr>
<td>23. Villa / Greenleafs</td>
<td>Current</td>
<td>2,030</td>
<td>PMU</td>
<td>$1,121,902</td>
</tr>
<tr>
<td>24. 1869 Tap Room</td>
<td>Current</td>
<td>1,496</td>
<td>PMU</td>
<td>$67,658</td>
</tr>
<tr>
<td>25. Bistro</td>
<td>Current</td>
<td>466</td>
<td>Rawls Hall</td>
<td>$144,868</td>
</tr>
<tr>
<td>26. Stewart Market</td>
<td>Current</td>
<td>978</td>
<td>Stewart Center</td>
<td>$499,985</td>
</tr>
<tr>
<td>27. 3rd Street Market</td>
<td>Current</td>
<td>2,226</td>
<td>Third Street Suites</td>
<td>$1,434,089</td>
</tr>
<tr>
<td>28. Starbucks on Third Street</td>
<td>Current</td>
<td>585</td>
<td>Third Street Suites</td>
<td>$1,142,944</td>
</tr>
<tr>
<td>29. Au Bon Pain</td>
<td>Current</td>
<td>1,508</td>
<td>Wilmeth Active Learning Center</td>
<td>$1,907,369</td>
</tr>
<tr>
<td>30. Catalyst Café</td>
<td>Current</td>
<td>1,132</td>
<td>Wetherill Hall</td>
<td>$342,911</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>47,630</strong></td>
<td></td>
<td><strong>$17,860,136</strong></td>
</tr>
</tbody>
</table>

*Copper Moon is a lease and has not yet generated any revenue for the University. The lease agreement is in the data room. Sushi Boss is a new concept for 2020 and did not generate revenue in FY2019.*
The 30 locations in the table above generated approximately $17.8M in FY 2019 (July-June), not including locations that do not accept cash (Pete’s Za, 1Bowl). These swipe-only locations generated $230,335 in revenue in total based on $8.75/swipe.

In addition to the 30 current locations, there are also five (5) in-scope locations in the pipeline that will be coming online between 2020 and 2022, comprising another 6,855 GSF as outlined below.

<table>
<thead>
<tr>
<th>Venue</th>
<th>Status</th>
<th>GSF</th>
<th>Location</th>
<th>Operation Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Meredith South</td>
<td>Future (Aug 2020)</td>
<td>3,000</td>
<td>Meredith South Res Hall</td>
<td>Swipes/Dining Dollars/Cash</td>
</tr>
<tr>
<td>(Two Concepts)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Copper Moon Coffee</td>
<td>Future (Dec 2020)</td>
<td>800</td>
<td>Agriculture and Biological Engineering</td>
<td>Cash / Dining Dollars</td>
</tr>
<tr>
<td>3. STEM Café</td>
<td>Future (Aug 2020)</td>
<td>1,055</td>
<td>STEM Building</td>
<td>Cash / Dining Dollars</td>
</tr>
<tr>
<td>(Replacement)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Continuum Café</td>
<td>Future (Jan 2021)</td>
<td>1,000</td>
<td>Vet Med Building</td>
<td>Cash / Dining Dollars</td>
</tr>
<tr>
<td>5. Gateway Café</td>
<td>Future (Spring 2022)</td>
<td>1,000</td>
<td>Gateway 1 / 2</td>
<td>Cash / Dining Dollars</td>
</tr>
</tbody>
</table>

The following details are relevant for these future locations:
- Meredith South will have two dining concepts on the ground floor, each with approximately 1,500 SF. The Meredith South residence hall will have 730 beds, which combined with other nearby residence halls is expected to drive significant throughput.
- The Continuum Café will replace the current version of that concept that is in Lynn Hall today.

Full due diligence material, including detailed financial data, employee data, current contracts, retail dining studies, floor plans for PMU, among other information is available in the data room (“Data Room”) using the following link: https://jll.box.com/s/237u11k6y49ig5v3gzrsukbmz3nmky55. The University anticipates issuing an addendum to this RFP on December 4th, which will outline additional information added to the data room including updated and more detailed drawings in Revit format for the ground floor of PMU and Meredith South residence ground floor.

It should be noted that while the University has undertaken a substantial amount of work regarding retail demand studies and high-level retail dining programs and concepts, these materials are for reference only and Respondents are encouraged to bring their own ideas and creativity in their proposals.

1.3 PROJECT GOALS
The University desires to accomplish the following goals through the selection of an Operator:
- Generate creativity in the concepts and offerings at the University’s retail dining locations and implement a strategy that meets the University’s vision for the PMU and campus-wide retail dining operation.
- Transfer responsibility and revenue opportunity related to the in-scope University retail dining locations while ensuring high quality service for patrons.
- Anticipated increase in throughput and seating at the retail dining locations.
- Receive from the Operator a percentage of gross revenue annually and some amount of upfront cash that can be used towards the capital renovations required at PMU.

The University’s vision for the PMU is an exciting, open, active space that draws people in both for the quality of the food and the atmosphere. Local or regional brand offerings (West Lafayette, Indianapolis, Chicago), farm to table concepts and fresh, cutting-edge concepts at reasonable prices are preferred. An institutional approach with national brands is not preferred. The ground floor dining concept should be aligned with the transformed Union Club Hotel that is slated to open in August 2020, which will boast a contemporary interior design, a full-service restaurant and a new bar. The
University is very interested in a high-end food hall concept and has visited several locations that were inspirational, including The Brodhead Center at Duke University, Revival Food Hall and Aster Hall in Chicago, Chelsea Market and City Kitchen in New York City and Franklin’s Table at University of Pennsylvania.

The vision for the campus retail dining locations outside of the PMU is similar in the sense that Purdue is seeking creative and innovative dining options to enhance their dining program and increase appeal to students and the West Lafayette community. With all the new development and expansion occurring both on and off campus, the University believes there is an opportunity to add offerings and amenities that have been lacking to-date.

1.4 PROCUREMENT PROCESS, TOURS AND KEY DATES

Procurement Process
The procurement process will be a multi-step process. Respondents will be asked to submit a proposal that will be scored in accordance with the criteria set forth in this RFP. The University will then short-list two or more Respondents and those short-listed Respondents will participate in one or more one-on-one meetings with the University and the University’s architect team for the PMU ground floor renovation. During these meetings, the short-listed Respondents and University will discuss key commercial and financial terms of the Agreement. The one-on-one meetings will also allow for the Respondent to provide design input to the University for both the PMU and Meredith South and is intended to be an interactive process complete with design charrettes. The design for Meredith South ground floor will be finalized during this time with Cini-Little so that the location can be operational by August 2020. After award of the Agreement, the selected Respondent will actively participate in the design process for the PMU alongside the University’s architect.

Tours
The University will hold a tour on November 13 for potential Respondents to view select locations and ask questions. Respondents should utilize the tours as an opportunity to walk the spaces and evaluate the current equipment and finishes in the retail dining locations to determine what aspects they would seek to replace if awarded a contract.

Key Dates
The following are key dates related to this procurement:

<table>
<thead>
<tr>
<th>Date</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 7, 2019</td>
<td>Release of RFP</td>
</tr>
<tr>
<td>November 13, 2019</td>
<td>Tour</td>
</tr>
<tr>
<td>November 22, 2019</td>
<td>RFP Questions Deadline</td>
</tr>
<tr>
<td>December 6, 2019</td>
<td>Issue addendum</td>
</tr>
<tr>
<td>December 10, 2019</td>
<td>Addendum Questions Deadline</td>
</tr>
<tr>
<td>December 16, 2019</td>
<td>Responses to Questions Issued No Later Than</td>
</tr>
<tr>
<td>January 3, 2020</td>
<td>Proposal Due Date</td>
</tr>
<tr>
<td>January 15, 2020 &amp; January 16, 2020</td>
<td>Respondent Interviews</td>
</tr>
<tr>
<td>January 24, 2020</td>
<td>University Short-lists Respondents</td>
</tr>
<tr>
<td>February 11, 2020 &amp; February 12, 2020</td>
<td>Short-listed Respondent One-On-One Meetings</td>
</tr>
<tr>
<td>February 25, 2020 &amp; February 26, 2020</td>
<td>Short-listed Respondent One-On-One Meetings (If Needed)</td>
</tr>
<tr>
<td>March 9, 2020</td>
<td>Final Proposals Due</td>
</tr>
<tr>
<td>March 16, 2020</td>
<td>Intent to award to selected Respondent</td>
</tr>
<tr>
<td>April 3, 2020</td>
<td>April Board of Trustees Approval of Project</td>
</tr>
<tr>
<td>April 6, 2020</td>
<td>PMU Design Process Begins</td>
</tr>
<tr>
<td>April 16, 2020</td>
<td>Commercial/Financial Close</td>
</tr>
<tr>
<td>September 1, 2020</td>
<td>Completion of PMU Construction Drawings</td>
</tr>
<tr>
<td>September 1, 2020</td>
<td>Anticipated start of PMU renovations</td>
</tr>
<tr>
<td>October 1, 2021</td>
<td>PMU renovations completed and ready for White Box fit out</td>
</tr>
</tbody>
</table>
1.5 SCOPE OF SERVICES

The following outlines the services and requirements for this opportunity.

The Respondent has the option to submit a proposal for the entire portfolio of in-scope locations, which is comprised of the full table below ("Full In-Scope Program"), and/or only the locations at the PMU, which are highlighted in bold in the table below ("PMU Program").

<table>
<thead>
<tr>
<th>Venue</th>
<th>Status</th>
<th>Operator Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meredith South (2 Concepts)</td>
<td>Future</td>
<td>August 2020</td>
</tr>
<tr>
<td>Copper Moon Coffee</td>
<td>Future</td>
<td>December 2020</td>
</tr>
<tr>
<td>STEM Café</td>
<td>Future</td>
<td>August 2020</td>
</tr>
<tr>
<td>Continuum Café (Replacement)</td>
<td>Future</td>
<td>January 2021</td>
</tr>
<tr>
<td>Gateway Café</td>
<td>Future</td>
<td>Spring 2022</td>
</tr>
<tr>
<td>Amelia’s</td>
<td>Current</td>
<td>Summer 2020</td>
</tr>
<tr>
<td>Cary Knight Spot Grill/Erbert &amp; Gerberts</td>
<td>Current</td>
<td>Summer 2020</td>
</tr>
<tr>
<td>Fuel</td>
<td>Current</td>
<td>Summer 2020</td>
</tr>
<tr>
<td>The Daily Bite - Food Truck</td>
<td>Current</td>
<td>Summer 2020</td>
</tr>
<tr>
<td>Harrison Grille</td>
<td>Current</td>
<td>Summer 2020</td>
</tr>
<tr>
<td>Undergrounds</td>
<td>Current</td>
<td>Summer 2020</td>
</tr>
<tr>
<td>Cosi Café</td>
<td>Current</td>
<td>Summer 2020</td>
</tr>
<tr>
<td>Port</td>
<td>Current</td>
<td>Summer 2020</td>
</tr>
<tr>
<td>Continuum Café</td>
<td>Current</td>
<td>Summer 2020</td>
</tr>
<tr>
<td>Pete's Za at Meredith</td>
<td>Current</td>
<td>Summer 2020</td>
</tr>
<tr>
<td>1Bowl @ Meredith</td>
<td>Current</td>
<td>Summer 2020</td>
</tr>
<tr>
<td>Copper Moon Coffee</td>
<td>Current</td>
<td>Summer 2020</td>
</tr>
<tr>
<td>Starbucks @ MSEE (fmr. MSEE - Beans)</td>
<td>Current</td>
<td>Summer 2020</td>
</tr>
<tr>
<td>Flatbreads</td>
<td>Current</td>
<td>October 2021</td>
</tr>
<tr>
<td>Freshens</td>
<td>Current</td>
<td>October 2021</td>
</tr>
<tr>
<td>LaSalsa</td>
<td>Current</td>
<td>October 2021</td>
</tr>
<tr>
<td>Lemongrass</td>
<td>Current</td>
<td>October 2021</td>
</tr>
<tr>
<td>Oasis</td>
<td>Current</td>
<td>October 2021</td>
</tr>
<tr>
<td>Pappy’s Sweet Shop</td>
<td>Current</td>
<td>October 2021</td>
</tr>
<tr>
<td>Starbucks</td>
<td>Current</td>
<td>October 2021</td>
</tr>
<tr>
<td>Urban Market</td>
<td>Current</td>
<td>October 2021</td>
</tr>
<tr>
<td>Villa / Greenleafs</td>
<td>Current</td>
<td>October 2021</td>
</tr>
<tr>
<td>Sushi Boss</td>
<td>Current</td>
<td>October 2021</td>
</tr>
<tr>
<td>1869 Tap Room</td>
<td>Current</td>
<td>October 2021</td>
</tr>
<tr>
<td>Bistro</td>
<td>Current</td>
<td>Summer 2020</td>
</tr>
<tr>
<td>Stewart Market</td>
<td>Current</td>
<td>Summer 2020</td>
</tr>
<tr>
<td>3rd Street Market</td>
<td>Current</td>
<td>Summer 2020</td>
</tr>
<tr>
<td>Starbucks on Third Street</td>
<td>Current</td>
<td>Summer 2020</td>
</tr>
<tr>
<td>Au Bon Pain</td>
<td>Current</td>
<td>Summer 2020</td>
</tr>
<tr>
<td>Catalyst Café</td>
<td>Current</td>
<td>Summer 2020</td>
</tr>
</tbody>
</table>

**Operations**

The Operator will be required to provide all services and labor necessary (except for University retained services outlined in Section 1.6) to operate and manage the in-scope retail dining locations. The Operator will be responsible for custodial, repairs and maintenance for the Operator Space, which includes Front of House and Back of House space.
Concept Development

The Operator will be required to develop new/replacement concepts at the following locations. These concepts can be existing concepts for the Operator, but must be new to the University:

- PMU Locations
  - Flatbreads
  - Freshens
  - LaSalsa
  - Lemongrass
  - Oasis
  - Urban Market

- Meredith South residence hall (if proposing on the Full In-Scope Program)
- Gateway Café (if proposing on the Full In-Scope Program)

The Operator will have an option to develop replacement concepts for the other in-scope locations. However, concepts at locations that have active or future lease/license agreements (listed below) must remain in place until the expiration.

<table>
<thead>
<tr>
<th>Location</th>
<th>Type</th>
<th>Expiration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Villa / Greenleafs</td>
<td>Franchise</td>
<td>6/1/2021</td>
</tr>
<tr>
<td>Copper Moon - Burton Morgan</td>
<td>Lease</td>
<td>8/31/2022</td>
</tr>
<tr>
<td>Copper Moon - ABE</td>
<td>Lease</td>
<td>12/31/2024 *</td>
</tr>
<tr>
<td>Sushi Boss</td>
<td>Quasi-Lease</td>
<td>8/20/2022</td>
</tr>
<tr>
<td>Starbucks on Third Street</td>
<td>License</td>
<td>8/31/2024</td>
</tr>
<tr>
<td>Cosi Cafe</td>
<td>License</td>
<td>6/1/2026</td>
</tr>
<tr>
<td>Au Bon Pain</td>
<td>License</td>
<td>9/30/2024</td>
</tr>
</tbody>
</table>

*Assumes January 1, 2021 opening date

The following applies to the concepts at Pappy's and 1869 Tap Room:

- The University would like to retain Pappy’s Sweet Shop but is open to the Respondent's ideas to refresh or modernize the space and concept.
- The University would like to retain 1869 Tap Room but is open to ideas regarding improving the operations and throughput, including expanding this to a full-service operation.

Labor

All current University retail dining employees at the in-scope locations must be offered employment at comparable pay and benefits, subject to successful completion of background and drug tests. The employees must be given a minimum of a 6-month supervision period with the Operator. Note that there are no union employees.

PMU Renovation

The Operator will be responsible, at their cost, for performing the fit-out of PMU Front of House space. The University will renovate the PMU ground floor leaving a White Box for the Operator.

Ongoing Capital Projects

The Operator will be responsible for funding any ongoing capital expenditures related to the Operator Space during the term of the Agreement, including: new or replacement equipment (except for initial equipment at renovated PMU and Meredith South), refresh/re-concepting fit-outs at all in-scope locations (including any initial capital projects at non-PMU locations) and repairs or maintenance of the Operator Space.

Term

The term will be no greater than 20 years. For purposes of the Respondent’s proposal, a term of 20 years should be assumed.
Other Requirements/Assumptions
The following requirements/assumptions are to be used for the purposes of preparing a Proposal. Final commercial terms will be documented in the Agreement after negotiations. The University is willing to hear Respondent’s views on these items, particularly if modifications could add value or provide additional benefits to students, faculty and staff.

- Respondents should assume that transition of operations of the existing non-PMU locations would occur in the summer of 2020 at the earliest and should factor in any refresh that will need to take place.
- Meredith South operations will commence in August 2020 when the University turns over the completely fit-out space to the Operator.
- Operation start dates for other Future Locations are provided in the beginning of Section 1.5.
- Respondents should assume that the PMU renovations and delivery of the White Box PMU ground floor is completed by approximately October 2021.
- Respondents should assume the current operating hours (at a minimum) for each location will remain in place under the Operator’s operating control unless otherwise agreed upon by the University, which will not be unreasonably withheld.
- Respondents should assume that all in-scope locations will remain operational and the Operator will not have the ability to close any locations unless otherwise agreed upon with the University.
- Respondents should assume that the current policies regarding use of student meal card swipes at each location will remain in place under the Operator’s operating control. The value of a meal swipe will be $8.75 and will not decrease.
- The Operator’s Point of Sale system will be required to interface with Blackboard transactions (or the University’s equivalent system in the future), at the Operator’s cost.
- The Operator will not be responsible for providing a temporary dining solution while the PMU is under renovation. It is assumed that the PMU ground floor swipe volume will be redirected to other Purdue retail dining locations nearby as well as Aspire.
- The Operator will be responsible for providing catering for conferences and events in locations other than Union Club Hotel designated areas of PMU. The Operator would need to obtain a liquor license to be able to offer alcohol as part of the catering service.
- The Operator will be required to comply with the University’s pouring rights agreement, which is currently with Coca-Cola.
- The Operator should assume that the locations shaded in yellow in the *Preliminary PMU Floor Plan Concept* in Section 1.2 will remain in place post-PMU renovation.

1.6 UNIVERSITY RETAINED SERVICES
The following responsibilities/services will be retained by the University:

- Design, construction and funding of the renovation at PMU, except for the fit-out of the Operator’s Front of House Space.
- Design, construction and funding of the fit-out of Front of House Space at Meredith South
- Provision and funding of Back of House equipment in the PMU and at Meredith South
- Custodial and maintenance outside of the Operator Space
- Provision of utilities (however, there will not be a separate utility payment from the Operator to the University for utilities)

1.7 RFP OUTLINE
The outline of this RFP document is described below:

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Section 1 – General Information and Requested Services</strong></td>
<td>This section provides an overview of the RFP, general timelines for the process, and a summary of the services being solicited by Purdue University via this RFP</td>
</tr>
<tr>
<td><strong>Section 2 – Proposal Preparation Instruction</strong></td>
<td>This section provides instructions on the format and content of the RFP</td>
</tr>
<tr>
<td><strong>Section 3 – Proposal Evaluation Criteria</strong></td>
<td>This section discusses the evaluation criteria to be used to</td>
</tr>
</tbody>
</table>
1.8 QUESTION/INQUIRY PROCESS
All questions/inquiries regarding this RFP must be submitted via email by the deadlines set forth in Section 1.4:

Jessica Robertson,
Director of Procurement
Purdue University
Central Procurement
1801 Newman Road
West Lafayette, IN 47906
Email: RetailRFP@purdue.edu

Following the question/inquiry due date, Procurement personnel will compile a list of the questions/inquiries submitted by all Respondents. No Respondent shall rely upon, take any action, or make any decision based upon any verbal communication with any Purdue University employee.

Inquiries are not to be directed to any staff member of Purdue University. Such action may disqualify Respondent from further consideration for a contract resulting from this RFP.

If it becomes necessary to revise any part of this RFP, or if additional information is necessary for a clearer interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be posted via the data room (https://jll.box.com/s/237u11k6y49ig5y3gzrsukbmm23nmkv55). If such addenda issuance is necessary, Procurement may extend the due date and time of proposals to accommodate such additional information requirements, if required.

1.9 DUE DATE FOR PROPOSALS
All proposals must be received no later than 2:00 p.m. ET on January 3, 2020. Proposals shall be provided in electronic format only and must follow the format indicated in Section Two of this document. Unnecessarily elaborate brochures or other presentations, beyond those necessary to present a complete and effective proposal, are not desired.

Late proposal submissions will not be accepted.

Purdue University accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

1.10 MODIFICATION OR WITHDRAWAL OF OFFERS
The Respondent’s authorized representative may withdraw or modify their proposal, prior to the due date. Modification to, or withdrawal of, a proposal received by the Purdue University after the exact hour and date specified for receipt of proposals will not be considered.

1.11 PRICING
Pricing must remain valid for a period of not less than 365 days from the proposal due date. Any attempt to manipulate the format of the document, attach caveats to pricing, or submit pricing that deviates from the current format will put your proposal at risk.
Please refer to the Financial Proposal sub-section under Section Two for a detailed discussion of the proposal pricing format and requirements.

1.12 PROPOSAL CLARIFICATIONS AND DISCUSSIONS, AND CONTRACT DISCUSSIONS
Purdue University reserves the right to request clarifications on proposals submitted to Purdue University. Purdue University also reserves the right to conduct proposal discussions, either oral or written, with Respondents. These discussions could include request for additional information, request for financial or technical proposal revision, etc. Additionally, in conducting discussions, Purdue University may use information derived from proposals submitted by competing respondents only if the identity of the respondent providing the information is not disclosed to others. Purdue University will provide equivalent information to all respondents which have been chosen for discussions. Discussions, along with negotiations with responsible respondents may be conducted for any appropriate purpose.

Purdue University will schedule all discussions. Any information gathered through oral discussions must be confirmed in writing.

1.13 CONFIDENTIAL INFORMATION
Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 et seq., and, after the contract award, the entire RFP file may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the APRA must indicate so in the Transmittal Letter. The Respondent must also specify which statutory exception of APRA that applies. Purdue University reserves the right to make determinations of confidentiality. If the Respondent does not identify the statutory exception, Purdue University will not consider the submission confidential. If Purdue University does not agree that the information designated is confidential under one of the disclosure exceptions to APRA, it may seek the opinion of the Purdue University's Office of Legal Counsel. Prices are not confidential information.

1.14 TAXES
Proposals should not include any tax from which Purdue University is exempt.

1.15 SECRETARY OF STATE REGISTRATION
If awarded the contract, the Respondent will be required to register, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. Information concerning registration with the Secretary of State may be obtained by contacting:

Secretary of State of Indiana
Corporation Division
402 West Washington Street, E018
Indianapolis, IN 46204
(317) 232-6576
www.in.gov/sos

1.16 COMPLIANCE CERTIFICATION
Responses to this RFP serve as a representation that it has no current or outstanding criminal, civil, or enforcement actions initiated by Purdue University, and it agrees that it will immediately notify Purdue University of any such actions. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to Purdue University. The Respondent agrees that Purdue University may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that Purdue University may bar the Respondent from contracting with Purdue University, cancel existing contracts, withhold payments to offset such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to Purdue University and has submitted proof of such payment to Purdue University.
1.17 **EQUAL OPPORTUNITY COMMITMENT**
There is a reasonable expectation of minority, woman and veteran business opportunities on a contract awarded under this RFP.

1.18 **MINORITY, WOMEN, & VETERAN BUSINESS ENTERPRISES RFP COMMITMENT**
Purdue University is committed to ensuring that minority-owned, women-owned, and veteran-owned businesses have the maximum opportunity to participate in purchasing and contracting with the University. As a state institution, we strive to exceed the State of Indiana's supplier diversity goals by increasing the depth and diversity of our supplier pool and by promoting fair and open access to the business community. The Respondent is expected to submit with its proposal a Minority & Women's Business Enterprises RFP Subcontractor Commitment Form (Attachment A). Further, the University encourages Firms bidding for major contracts to provide for the participation of these businesses through partnerships, joint ventures, and other contractual opportunities. The University reserves the right to require periodic reports on the utilization of secondary suppliers in the performance of contracts.

Respondents shall take all necessary and reasonable steps to ensure that all businesses have the opportunity to compete for and perform work included in the RFP documents. For assistance in identifying MBE/WBE/VBE subcontracting enterprises for your project, contact Purdue University's Office of Supplier Diversity Development at (765) 494-3739.

MBE/WBE/VBE Participation Plan: The MBE/WBE/VBE Participation Plan for products/services under this RFP is included in Attachment A. If the Respondent does not fill out Attachment A, they will not be disqualified from the RFP. Purdue University must be able to confirm certification of classification.

- Each Firm can serve as only one classification: MBE, WBE, or VBE.
- Firm must provide goods or services specific to the contract.
- Must serve a Commercially Useful Function (CUF). The firm must serve a value-added purpose on the engagement as confirmed by Purdue University.
- Respondent shall not be required to utilize, or continue to utilize, any supplier, partner or joint venture in the event such supplier, partner or joint venture is no adequately performing the services or is no longer the low-cost bidder for their services.

1.19 **AMERICANS WITH DISABILITIES ACT**

1.20 **CONFLICT OF INTEREST**
Any person, firm or entity that assisted with and/or participated in the preparation of this RFP document is prohibited from submitting a proposal to this specific RFP. For the purposes of this RFP "person" means an employee, or any individual or entity working with or advising Purdue University or involved in the preparation of this RFP proposal. This prohibition would also apply to an entity who hires, within a one-year period prior to the publication of this RFP, a person that assisted with and/or participated in the preparation of this RFP.

Firms that have assisted in the preparation of this RFP include:

- JLL
- Workshop
- Cini-Little
- RCLCO
- REA
- MSC Retail
- Applied Engineering

Respondent is required to complete the Conflict of Interest Affidavit, Attachment D.
1.21 DEPOSIT
Upon receiving notice that Purdue intends to award the business as set forth in this Request for Proposal (the "Notice"), the successful Respondent and Purdue (the "Parties") shall enter into good faith final negotiations to finalize the Agreement. The successful Respondent shall deposit fifty percent (50%) of any lump sum payment to be paid by successful Respondent to Purdue by way of this Request for Proposal with a third-party escrow agent and the Parties shall enter into an escrow agreement similar to the Escrow Agreement in the Data Room as Attachment E within five (5) business days of receiving the Notice. Respondent shall be responsible for all costs associated with the placement of funds with the escrow agent. The Parties agree that in the event Respondent does not deposit funds with an escrow agent and the Parties do not enter into an escrow agreement within five (5) business days of Respondent's receipt of the Notice, the Notice to Respondent shall be rescinded without the need of a notice of rescission and Respondent shall no longer be considered the successful bidder to this Request for Proposal.

The deposited funds shall remain on deposit with the escrow agent during negotiations to finalize the Agreement between the Parties. The Parties agree that upon the completion of successful negotiations to establish the Agreement, the Parties shall provide notice of such successful negotiations to the escrow agent and such deposited funds will be provided to Purdue. The Parties further agree that in the event the Parties are unable to finalize the Agreement, the Parties shall provide notice of unsuccessful negotiations to the escrow agent and such deposited funds will be returned to Respondent.
SECTION TWO
PROPOSAL PREPARATION INSTRUCTIONS

2.1 GENERAL
To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is described in this section. All Respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Each item must be addressed in the Respondent’s proposal.
- The Transmittal Letter must be in the form of a letter.
- The business, technical and financial proposals must be organized under the specific section titles as listed below.
- The electronic copies of the proposal submitted should be organized to mirror the sections below and the attachments.
- Whenever possible, please submit all attachments in their original format.

2.2 TRANSMITTAL LETTER
The Transmittal Letter must address the following topics.

2.2.1 Agreement with Requirements listed in Section One
The Respondent must explicitly acknowledge understanding of the general information presented in Section One and agreement with any requirements/conditions listed in Section One.

2.2.2 Summary of Ability and Desire to Supply the Required Services
The Transmittal Letter must briefly summarize the Respondent’s ability to supply the services. The letter must also contain a statement indicating the Respondent’s willingness to provide the requested Services subject to the terms and conditions set forth in the RFP including, but not limited to Purdue University’s mandatory contract clauses in Attachment B. The Respondent must indicate if the Proposal is related to the Full In-Scope Program or the PMU Program, or if a proposal is being submitted for both.

2.2.3 Signature of Authorized Representative
A person authorized to commit the Respondent to its representations and who can certify that the information offered in the proposal meets all general conditions including the information requested in Section 2.3.4, must sign the Transmittal Letter. In the Transmittal Letter, please indicate the principal contact for the proposal along with an address and telephone number as well as an e-mail address, if that contact is different than the individual authorized for signature.

2.2.4 Respondent Notification
Unless otherwise indicated in the Transmittal Letter, Respondents will be notified via e-mail.

It is the Respondent’s obligation to notify the Purdue University of any changes in any address that may have occurred since the origination of this solicitation. Purdue University will not be held responsible for incorrect vendor/contractor addresses.

2.2.5 Confidential Information
Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 et seq. (see section 1.13).

Provide the following information:
- List all documents where claiming a statutory exemption to the APRA;
- Specify which statutory exception of APRA that applies for each document;
2.3 BUSINESS PROPOSAL
The Business Proposal must address the following topics.

2.3.1 General (Maximum 3-page limit)
This section of the business proposal may be used to introduce or summarize any information the Respondent deems relevant or important to Purdue University’s successful acquisition of the Services requested in this RFP. If the Respondent is forming a partnership or other teaming arrangement, the Respondent shall identify and provide background on such partners or team members.

2.3.2 Respondent’s Company Structure
The legal form of the Respondent’s business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization are to be included in this section. If the organization includes more than one product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization.

If the Respondent is forming a partnership or other teaming arrangement, the Respondent shall include a detailed organization chart and narrative describing the Respondent team’s executive management structure, including its teaming arrangements, and how the Respondent team will institutionally operate. Include a description of the functional role and responsibilities allocated to each team member. Proposers must provide evidence of formal relationships between team members and the Respondent, (e.g., teaming agreements, memorandums of understanding, intent to or completed formation of special-purpose entity, limited and general partners).

2.3.3 Company Financial Information
This section must include the Respondent’s financial statements, including an income statement and balance sheet, for each of the two most recently completed fiscal years. The financial statements must demonstrate the Respondent’s financial stability. If the financial statements being provided by the Respondent are those of a parent or holding company, additional financial information should be provided for the entity/organization directly responding to this RFP.

2.3.4 Integrity of Company Structure and Financial Reporting
This section must include a statement indicating that the CEO and/or CFO has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest to Purdue University in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. Purdue University will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

The Sarbanes Oxley Act of 2002, H.R. 3763, is NOT directly applicable to this procurement; however, its goals and objectives may be used as a guide in the determination of corporate responsibility for financial reports.

2.3.5 Standard Contract Terms/Clauses
Standard contract terms that Purdue University expects to execute with the successful Operator are provided in Attachment B. Mandatory clauses are listed below and are non-negotiable. Other clauses are highly desirable.
In your Transmittal Letter please indicate acceptance of these mandatory contract terms.

The mandatory contract terms are as follows:

- Term and Termination
- Penalties/Interest/Attorney’s Fees
- Warranties and Inspection
- Confidentiality; Proprietary Rights of Others
- Private Business Use
- Sex Offender Registry Check
- Governing Law; Exclusive Jurisdiction; Exclusive Venue
- Compliance with Government Statutes and Regulations
- Compliance with Purdue Policies
- Indemnification
- Bankruptcy; Default
- Insurance
- Assignment
- Nondiscrimination
- Advertising
- Conflict of Interest
- Registration
- Force Majeure
- Disputes

Any or all portions of this RFP and any or all portions of the Respondent’s response may be incorporated as part of the final contract.

2.3.6 Registration to do Business
Selected out-of-state Respondents providing the products and/or services required by this RFP must be registered to do business within the State by the Indiana Secretary of State. The address contact information for this office may be found in Section 1.15 of the RFP.

2.3.7 Authorizing Document
Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

2.3.8 Subcontractors
The Respondent is responsible for the performance of any obligations that may result from this RFP and shall not be relieved by the non-performance of any subcontractor. Any Respondent’s proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with Purdue University statutes and will be subject to the provisions thereof. For each portion of the proposed products or services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor’s related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in Purdue University’s evaluation. The Respondent must furnish information to Purdue
University as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by Purdue University. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate Purdue University officials, and such relationships must meet with the approval of Purdue University.

The Respondent must list any subcontractor's name, address and the state in which formed that are proposed to be used in providing the required products or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority, Women, or Veteran Owned Business. See Section 1.18 and Attachment A for Minority, Women, and Veteran Business Participation.

2.3.9 General Information
Each Respondent must enter your company's general information including contact information for the Respondent's primary point of contact.

2.4 TECHNICAL PROPOSAL
The Technical Proposal must be divided into the sections as described below. Every point made in each section must be addressed in the order given. The same outline numbers must be used in the response. RFP language should not be repeated within the response. Where appropriate, supporting documentation may be referenced by a page and paragraph number. However, when this is done, the body of the technical proposal must contain a meaningful summary of the referenced material. The referenced document must be included as an appendix to the technical proposal with referenced sections clearly marked. If there are multiple references or multiple documents, these must be listed and organized for ease of use by Purdue.

2.4.1 Respondent Experience
Each Respondent is asked to please provide a brief description of your company's relevant experience operating retail dining programs either as an owner/developer or a vendor. The Respondent should provide a minimum of three, but no more than five project qualifications. Each project qualification must not exceed three (3) pages, including images. Specific information required for each qualification includes:

- Location and name of retail dining program; if experience is as a vendor, name of client
- Period of performance (date of opening; if experience is as a vendor, total term of contract and amount of time under contract to date)
- Scope and scale of operations (# of locations, total square foot managed, annual revenue managed)
- Overview of retail dining offerings (local/regional brands, national brands, proprietary brands, etc.)
- Description of any unique attributes of the dining program, for example, use of technology, farm-to-table integration, rotation of food concepts, engagement with customers
- Images of the retail dining location(s)
- Level of capital investment undertaken by the Respondent

2.4.2 Key Personnel Experience
Each Respondent is asked to provide resumes for up to three key individuals who will be involved in the operation of the retail dining program at the University if the Respondent is selected. The resumes should include the following:

- A description of the individual's most relevant experience
- The individual's proposed role if the Respondent is selected pursuant to this RFP

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• Three references related to the relevant experience outlined in the resume including name, company, phone number and email address
• Express, written commitments that the individual is available and committed to fulfill their obligations.

2.4.3 Technical Approach
The Technical Approach section of the Technical Proposal will need to respond to all areas identified below.

• Dining Program Concept: Provide a detailed approach the Respondent’s retail dining program for the relevant scope (PMU Program or Full In-Scope Program). The approach should include, at a minimum:
  o A detailed plan outlining the proposed concepts (both licensed and non-licensed) for each location in the scope.
    ▪ For the PMU locations, the plan should indicate where each concept would be located within the ground floor footprint. Respondents should mark-up the Revit files that will be provided in the data room and include these as part of the technical proposal.
    ▪ For Meredith South residence hall, the plan should detail both ground floor retail dining concepts including the estimated amount of time needed for those concepts to be constructed and operational for dining use.
    ▪ For non-PMU locations, the plan should include details of any refresh/re-concepting including the scope and assumed cost of any initial capital projects. While these capital projects would be the responsibility of the Operator to fund, the University needs to understand and evaluate what is planned.
  o A description of any proposed changes to the floor plans provided by the University, including the total amount and mix of seating and the associated impact on the non-seating space. A minimum number of seats will be provided in an addendum to this RFP along with the Revit drawings.
  o A description of each concept, including but not limited to the vision, brand, menus, imagery, pricing, hours of operations (must be at a minimum consistent with current operating hours).
  o Details on how and from where the food and ingredients will be sourced.
  o A discussion of how innovation and creativity will be incorporated from the onset of operating the retail dining program throughout the Agreement.
  o A discussion of any plans and a high-level timeline for developing additional retail dining locations on campus.
  o A schedule for construction and start-up to take the PMU dining from "White Box" to serving food.

• O&M Approach: A detailed approach to providing continuous performance of ongoing operations and maintenance throughout the term of the Agreement. The following should be addressed:
  o A detailed transition approach and plan including a timeline for transition of the operations and maintenance of the retail dining portfolio from the University to the Operator.
  o How the Operator will coordinate and interface with University stakeholders, including:
    o the reporting structure of the Operator and lines of communication.
    o frequency and type of reporting.
    o financial planning coordination and payment frequency.
  o An organizational chart for anticipated staffing for ongoing O&M including where
outside vendors/contractors will be used, the number of staff assigned to each area, the shifts that will be worked, etc.
  o Discussion around the targeted qualifications for the proposed staff.
  o The Operator’s approach to hiring and managing the existing Purdue workforce, including the proposed rate of pay.
  o The Operator’s plan for routine cleaning and maintenance of the Operator Space in terms of frequency, monitoring and ensuring performance.
  o How the Operator will allocate funding for preventative and reactive maintenance work.
  o How the Operator will plan for and fund renovations and equipment refresh for the entire portfolio over the term, including whether a reserve fund will be utilized.
  o How the Operator will ensure customer satisfaction.

• Miscellaneous Items (Not Scored): These items will not be scored but are mandatory response items.
  o The Respondent’s view of the optimal retail dining program, which could include having a different mix of locations included in the scope, opening new locations, closing existing locations, or changing operating hours.
  o Respondent’s perspective on the amount and type of capital investment that would be required in order to maximize revenue on the ground floor of PMU.
  o Respondent’s perspective on the University’s current meal plan structure (number of different plans offered, pricing of meal plans, use of meal plans, dining dollars, swipes, the value of a “swipe”, etc.).
  o Respondent’s indication of interest in managing the retail program for Purdue University’s multi-disciplinary research park, Discovery Park (roughly 20,000 SF).
  o The Respondent’s interest and ability to leverage purchases from the retail dining program to provide bulk food purchasing to the residential dining program as well. Respondent should indicate the treatment of rebates, discounts and how they intend to share savings (if any) with the University.

2.5 FINANCIAL PROPOSAL

The Financial Proposal is comprised of three elements: a financial offer (Attachment C), a pro forma financial model, and a financial proposal narrative. The Respondent must provide two separate Financial Proposals if proposing on both the Full In-Scope Program and the PMU Program.

2.5.1 Financial Offer
Proposers must provide the University their Financial Offer by completing Attachment C.

2.5.2 Financial Model
Proposer must provide a detailed, unlocked financial model in Microsoft Excel format for the Services that spans the proposed Agreement term and supports its financial offer. The financial model must include the following information:

• Operating pro forma showing all revenue and expenses over the Agreement term, including a separate breakout of upfront and recurring payments to the University.
  o If the Respondent proposes a combination of contingent and guaranteed revenue, these should be shown as separate line items.
• Revenue and contribution margin projection for each location.
• Number of meal swipes assumed and value of meal swipe in each year.
• Capital expenditure forecast over the duration of the Agreement term for each location and the aggregate for the entire portfolio.
  o If the Respondent proposes to undertake any upfront capital projects at the non-PMU
locations these should be clearly identified.

- Financing costs related to capital raised/deployed for any capital expenditures.
- Operator / Management fee shown separately.
- Detailed cash flow waterfall.

The following assumptions must be used in the Financial Model:

- No separate payment for utilities.
- The value of a meal swipe will begin at $8.75 and will be subject to escalation every five years in accordance with the change in CPI over that trailing 5-year period.

2.5.3 Financial Proposal Narrative

The Respondent should provide a brief narrative (not longer than three pages) in support of the Financial Offer. The narrative should be focused on clarifying how the proposed financial offer corresponds directly to the Respondent’s Technical Proposal. For example, evaluators will expect detailed explanation of why a particular pricing structure was proposed and how it will benefit the University. The narrative must also describe how the Respondent will fund an upfront payment to the University to include the source of the funds, the cost of capital of the funds and evidence that the funds will be available. If the Respondent proposes to use debt financing or third-party equity, the identification of lenders and investors, respectively, must be provided along with letters of interest. Additionally, the Respondent should discuss how future capital expenditures will be funded through the duration of the Agreement term.

The Respondent should list and describe as part of its Financial Proposal Narrative any special assumptions, conditions, and/or constraints relative to, or which impact, the offer presented in Attachment C. It is of particular importance to describe any assumptions made by the Respondent in the development of the respondent’s Technical Proposal that have a material impact on price. It is in the best interest of the respondent to make explicit the assumptions, conditions, and/or constraints that underlie the values presented in Attachment C. Assumptions, conditions or constraints that conflict with the RFP requirements are not acceptable.

2.6 BUY INDIANA

Purdue University's goal is to provide opportunity and increase spend with Indiana businesses. Definitions and details noted below as defined by the State of Indiana.

Defining an Indiana Business:

“Indiana business” refers to any of the following:

1. A business whose principal place of business is located in Indiana.
2. A business that pays a majority of its payroll (in dollar volume) to residents of Indiana.
3. A business that employs Indiana residents as a majority of its employees.
4. A business that makes significant capital investments in Indiana.
5. A business that has a substantial positive economic impact on Indiana.

Substantial Capital Investment:
Any company that can demonstrate a minimum capital investment of $5 million or more in plant and/or equipment or annual lease payments of $2.5 million or more shall qualify as an Indiana business under category #4. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

Substantial Indiana Economic Impact:
Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (DWD), unemployment taxes (DWD), payroll withholding taxes (DOR), or Corporate Income Taxes (DOR); it shall qualify as an Indiana business under category #5. If a Respondent needs assistance in determining if its business qualifies under this criterion, please send an email inquiry to buyindianainvest@idoa.in.gov and you will receive a response.
within forty-eight (48) hours. If an out of state company does not meet one of these criteria, it can submit
documentation/justification to the State for review for inclusion under this category.

It is the Respondent’s responsibility to confirm its Buy Indiana status for this portion of the process. If a Respondent has
previously registered its business with IDOA, go to http://www.in.gov/idoa/2464.htm and click on the link to update
this registration. Click the tab titled Buy Indiana. Select the appropriate category for your business. Respondents may
only select one category. Certify this selection by clicking the check box next to the certification paragraph. Once this is
complete, save your selection and exit your account.

Respondents that have not previously registered with IDOA should go to http://www.in.gov/idoa/2464.htm and click
on the link to register. During the registration process, follow the steps outlined in the paragraph above to certify your
business’ status. The registration process should be complete at the time of proposal submission. The Respondent’s
Buy Indiana status should be finalized when the RFP response is submitted to Purdue.
3.1 PROPOSAL EVALUATION PROCEDURE

Purdue University has selected a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation personnel will use the evaluation criteria stated in Section 3.2. The Senior Director of Auxiliary Services, Purdue University, or their designee will, in the exercise of their sole discretion, determine which proposals offer the best means of servicing the interests of Purdue University. The exercise of this discretion will be final.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

3.1.1 Each proposal will be evaluated for adherence to requirements on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration. Business Proposals will also be evaluated for completeness, adherence to mandatory terms and demonstrated financial capacity to undertake this project on a pass/fail basis.

3.1.2 Each proposal will be evaluated on the basis of the categories included in Section 3.2. A point score has been established for each category.

3.1.3 Based on the results of this evaluation, the University plans to select two or more Respondent proposals that are determined to be the most advantageous to Purdue University, considering all the evaluation factors, for one-on-one meetings and a best and final offer (“BAFO”). The University may decide to choose the highest-ranking proposals from the group of Full In-Scope Program proposals, the highest-ranking proposals from the group of PMU Program proposals, or the highest-ranking proposal from each, in its sole discretion.

3.1.4 If it is decided that no proposal is sufficiently advantageous to Purdue University, Purdue University may take whatever further action is deemed necessary to fulfill its needs.

3.1.5 If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, Purdue University may begin contract preparation with the next qualified Respondent or determine that no such alternate proposal exists.

3.2 EVALUATION CRITERIA

Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The points associated with each category are indicated following the category name. For further information, please reference Section 3.2.3 below. If any one or more of the listed criteria on which the responses to this RFP will be evaluated are found to be inconsistent or incompatible with applicable federal laws, regulations or policies, the specific criterion or criteria will be disregarded, and the responses will be evaluated and scored without taking into account such criterion or criteria.

Summary of Evaluation Criteria:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Adherence to Mandatory Requirements</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>2. Business Proposal</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>3. Technical Proposal</td>
<td>60 (available points)</td>
</tr>
<tr>
<td>4. Financial Proposal</td>
<td>40 (available points)</td>
</tr>
</tbody>
</table>
All proposals will be evaluated using the following approach:

**Step 1**

In this step proposals will be evaluated only against Criteria 1 and 2 to ensure that they adhere to Mandatory Requirements and have adequate financial capacity. Any proposals not meeting the Mandatory Requirements or not deemed as demonstrating adequate financial capacity will be disqualified.

**Step 2**

The proposals that meet the Mandatory Requirements will then be scored based on Criteria 3 and 4 ONLY. This scoring will have a maximum possible score of 100 points. All proposals will be ranked on the basis of their combined scores for Criteria 3 and 4 ONLY. Step 2 may include one or more rounds of proposal discussions, oral presentations, clarifications, demonstrations, etc. focused on cost and other proposal elements.

**Step 3**

Two or more proposals from Step 2 will be short listed for one-on-one meetings followed by submission of a BAFO.

**Step 4**

Scores will be recomputed using the BAFO proposals.

The section below describes the different evaluation criteria.

### 3.2.1 Adherence to Requirements and Evaluation of Business Proposal – Pass/Fail

- Respondents passing this category move to Phase 2 and for Technical and Financial Proposal evaluation.

**The following 2 categories cannot exceed 100 points.**

### 3.2.2 Technical Proposal – (60 points)

- Operator relevant experience (20 points)
  - The experience of the Operator undertaking projects of similar size and scope.
  - The experience of the Operator bringing innovative and creative concepts to past projects of similar scope.
  - Strength and experience of the key personnel with projects of similar size and scope.

For purposes of evaluating these criteria, the relative size and scope will be based on the program the Respondent is proposing on, either the Full In-Scope Program or the PMU Program.

- Technical approach (40 points)
  - The extent to which the Respondent demonstrates a program concept that meets the University’s vision and objectives.
  - The extent to which the O&M approach is clear and demonstrates a robust plan that will ensure University and customer satisfaction with the operations and maintenance of the retail dining program.
3.2.3 Financial Proposal – (40 points)
   • Financial Offer (35 points)
   Financial Offer scores will be normalized to one another, based on the highest financial offer evaluated.
   For evaluation purposes, the “Financial Offer” will be the NPV of the amounts in Table 2 of Attachment C, as calculated by the University. The highest financial offer receives a total of (35) points. The normalization formula is as follows:

   \[
   \text{Respondent's Score} = \left( \frac{\text{Respondent's Financial Offer}}{\text{Highest Financial Offer}} \right) \times 35
   \]

   • Evaluation of Financial Proposal Narrative (5 points)
     o The extent to which financial assumptions and projections are reasonable and well defined.
     o The extent to which the financial offer is subject to change.

3.2.4 Buy Indiana
Respondents qualifying as an Indiana Company as defined in Section 2.6 will receive (2 points) in this category.